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7 ***Attorneys for Plaintiff and the Putative Class***

8 [Additional Counsel on Signature Page.]

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10 **UNITED STATES DISTRICT COURT**  
11  
**NORTHERN DISTRICT OF CALIFORNIA**  
12  
**SAN JOSE DIVISION**

13 JUDY MAY, individually, and on behalf of all  
14 others similarly situated,

15 Case No. 5:24-cv-01314-BLF

16 Plaintiff,

17 v.  
18 GOOGLE LLC, GOOGLE ARIZONA LLC,  
19 GOOGLE PAYMENT CORP., ALPHABET  
20 INC., and DOES 1 through 10, Inclusive,

21 Defendants.

22  
**STIPULATION AND [PROPOSED]  
23 ORDER OF DISMISSAL WITHOUT  
24 PREJUDICE AND TOLLING OF  
25 CLAIMS REGARDING ALPHABET  
26 INC.**

27  
**Hon. Beth Labson Freeman**

28 This Stipulated Dismissal and Tolling Agreement (“Agreement”) is entered into by and  
between Plaintiff Judy May (“Plaintiff”) and Google LLC, Google Arizona LLC, Google  
Payment Corp., and Alphabet Inc. (“Defendants”) (collectively, “Parties”), by and through their  
undersigned counsel:

1       **I. RECITALS**

2           WHEREAS, Plaintiff filed her Complaint on behalf of herself and a putative class on  
3 March 5, 2024 against Defendants, including Alphabet Inc. (“Alphabet”), relating to Google Play  
4 gift cards in the above-captioned case (the “Action”);

5           WHEREAS, Alphabet contends that it is a holding company that does not have business  
6 operations of its own;

7           WHEREAS, Defendants asked that Plaintiff dismiss Alphabet from the Action for that  
8 reason;

9           WHEREAS, Defendants recently moved to dismiss all Defendants, including Alphabet,  
10 from the Action; and

11          WHEREAS, to avoid the need for additional briefing on this issue, the Parties, through  
12 their undersigned counsel, have agreed to dismiss Alphabet from this Action without prejudice  
13 pursuant to the following terms and conditions.

14       **II. TERMS AND CONDITIONS OF STIPULATION**

15          NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth  
16 herein constituting good and valuable consideration, IT IS HEREBY STIPULATED by and  
17 between the Parties that:

- 18       1. Alphabet shall be dismissed without prejudice as a party to this Action pursuant to Rule  
19           41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure;
- 20       2. The current case caption and docket shall be updated to remove Alphabet as a Defendant;
- 21       3. The remaining Defendants agree that, if there is discoverable information uniquely in the  
22           possession, custody, or control (and not also in the possession of another Defendant) of  
23           Alphabet that Plaintiff could not otherwise obtain from a Defendant other than Alphabet,  
24           Defendants will not refuse to provide discovery solely on the grounds that Alphabet is in  
25           possession, custody, or control of such information. Alphabet reserves the right to assert  
26           such objections on other grounds;

- 1       4. Plaintiffs reserve the right to seek leave, based on discovery or other future developments,  
2           to amend the Complaint to include Alphabet as a party and include additional factual  
3           allegations directed to Alphabet's involvement in, and potential liability for, the conduct  
4           alleged in the Complaint. Defendants reserve the right to challenge any such request for  
5           leave and/or the sufficiency of those amended allegations;
- 6       5. While this Action is pending, any statutes of limitation, statutes of repose, equitable  
7           defenses related thereto, including without limitation, laches, statutory or contractual  
8           limitations or provisions containing time, notice, or action requirements or periods, and/or  
9           any other argument or defense based on delay or passage of time ("Time-Based Defense"),  
10          shall be tolled as to the claims that Plaintiffs asserted against Alphabet, and Alphabet shall  
11          not plead, assert, or otherwise seek to benefit from any Time-Based Defense, except  
12          Alphabet maintains its ability to plead, assert, or otherwise raise any Time-Based Defense  
13          that existed as of the time the Complaint was filed for the Action currently pending and  
14          maintain its ability to plead, assert, or otherwise raise, any Time-Based Defense for any  
15          future cases filed in or added to this litigation that existed as of the date of this Agreement;
- 16       6. The dismissal from this Action and the tolling as set forth in this Agreement, in and of  
17           themselves, constitute good and adequate consideration for the execution, delivery, and  
18           enforceability of this Agreement. The Parties agree that the provisions of this Agreement  
19           are reasonable in light of the circumstances, and this Agreement serves the mutual interest  
20           of the Parties;
- 21       7. Defendants stipulate that dismissing Alphabet will not impact funds available to pay any  
22           damages in this Action;
- 23       8. Neither the execution of this Agreement, nor the agreement to any of its terms, constitutes  
24           an admission of liability by any party;
- 25       9. This Agreement comprises the entire Agreement of the Parties with respect to the tolling  
26           of any time periods and applies only to Alphabet. This Agreement may be modified,  
27           amended, or supplemented only by written instrument signed by the Parties;

10. If Alphabet is not dismissed from this Action within 30 days of entry of this Agreement, this Agreement and any tolling shall immediately and automatically be terminated, and Alphabet shall have no further obligations under this Agreement; and
11. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

## **IT IS SO STIPULATED.**

Dated: July 11, 2024

# **WILMER CUTLER PICKERING HALE AND DORR LLP**

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*Attorneys for Plaintiff and the Putative Class*

1                   **ATTESTATION (L.R. 5-1(i)(3))**

2                   Pursuant to Local Rule 5-1(i)(3), I hereby attest that all other signatories listed, and on  
3 whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

4 Dated: July 11, 2024

5                   */s/ Joseph P. Guglielmo*  
6                   Joseph P. Guglielmo (*pro hac vice*)  
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1                   **[PROPOSED] ORDER**

2                   Pursuant to the Parties' stipulation and good cause having been shown, it is hereby ordered  
3 that Alphabet Inc. is hereby dismissed without prejudice as a party to this action pursuant to Rule  
4 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure and the current case caption and docket  
5 shall be updated to remove Alphabet Inc. as a Defendant.

6                   PURSUANT TO STIPULATION, IT IS SO ORDERED.

7  
8 Dated: July 11, 2024

9                     
10                  BETH LABSON FREEMAN  
11                  United States District Judge